

Terms of Reference (TOR)
Biological Detection System Technologies Working Group
Example

1. Authority. The North American Technology and Industrial Base Organization (NATIBO) fosters cooperative planning for technology and industrial base program development among and between the U.S. and Canada Defense Departments. The Memorandum of Understanding (MOU) between the Department of Defense of the United States of America and the Department of National Defence of Canada for North American Technology and Industrial Base Activities, signed 31 May 2001, provides for the establishment of working groups. This TOR establishes the Biological Detection System Technologies Working Group (BDSTWG).

2. Acronyms.

BDSTWG:	Biological Detection System Technologies Working Group
DDRE:	Director Defense Research and Engineering
DGIIP:	Director General International & Industry Programs
DNBCD:	Director Nuclear Biological Chemical Defence
DRDC:	Defence Research and Development Canada
MOU:	Memorandum of Understanding
NATIBO:	North American Technology and Industrial Base Organization
OSD:	Office of the Secretary of Defense
PA:	Project Arrangement
Participants:	The Department of Defense (DOD) of the United States of America and the Department of Defence (DND) of Canada
PO:	Project Officer
TOR:	Terms of Reference

3. Purpose. The BDSTWG has two purposes. Firstly, it will provide a forum for the bilateral and multiservice exchange of views and information leading to the potential establishment of a NATIBO PA that will produce a report to assesses the industrial base, technological maturity, level of use and viability of aerosol biological detection technologies for point detection applications in North America. Finally, following the successful establishment of a PA, the BDSTWG will provide guidance and oversight to the team carrying out the study.

Specific collaborative activity will be carried out in accordance with the NATIBO MOU and relevant PAs, subject to applicable laws and regulations.

The BDSTWG is not intended to replace or inhibit activities under existing international arrangements.

4. Objectives. The BDSTWG members will exchange information on fielded, planned and future biological detection systems and on research conducted by each Participant in the area of biological warfare agent detection system technologies. This information will be used to assess the potential for a bilateral, multiservice Biological Detection System Technologies, technology and industrial base study.

The objective of the study would be to identify technologies that are expected to mature over the two-to-four year timeframe and that have the potential to satisfy target military requirements for biological detection and identification. Those technologies would be analyzed for their applicability to military requirements, for the industrial base supporting them, and for any impediments that present barriers to their effective implementation. A component of the study would also be to examine those same technologies for application to non-military requirements.

In addition to exchanging information, the BDSTWG will survey government, industry and academia to compile military, commercial, political, marketplace and academic information on biological detection system technologies. These data will be collected from open source literature such as previously published reports, conference proceedings, journal articles, internet pages and other on-line sources, as well as from discussions with U.S. and Canadian representatives from industry, government and academia. The BDSTWG will meet with a representative sample of biological detection system researchers, suppliers, end users, proponents and policy makers. These meetings may take the form of on-site visits or telephone interviews.

The BDSTWG will not duplicate the activities of other organizations or agreements.

5. Structure. The BDSTWG will consist of principle members comprised of those agencies interested in proposing and supporting a potential PA specifically but not limited to the following:

Canadian PO and Co-chair: Canadian Defence Liaison Staff (Washington)
U.S. PO and Co-chair: U.S. Army Materiel Systems Analysis Activity
OSD/DDRE/Office of Technology Transition
Air Force Research Laboratory/MLME
U.S. Army Soldier and Biological Chemical Command
Canadian National Defence Headquarters/DGIIP

The BDSTWG will also consist of subject matter experts specifically but not limited to the following:

Joint Project Office for Biological Defense
Defence Research Establishment Suffield
Marine Corps Systems Command
U.S. Army Soldier and Biological Chemical Command

OSD/DDRE/Director Biological Systems
Air Force Research Laboratory
Canadian National Defence Headquarters/DNBCD
Canadian National Defence Headquarters/DRDC

Membership in the BDSTWG will be consistent with minimal turn-over of personnel.

The importance of consultation with other agencies and organizations is recognized. Representatives from specific technology areas may be invited to participate in technical discussions but will not become members of the BDSTWG. They may, however, become members of a working group established for a specific technology area or project.

Working Group meetings will be held at intervals and locations as mutually agreed by the members. Minutes will be prepared and provided to BDSTWG members within two weeks of each meeting. Secretarial support for these meetings will be as agreed by the two co-chairs.

The BDSTWG will strive to make all decisions by consensus among the principle members. If consensus cannot be reached, decisions shall be made by the unanimous approval of the two co-chairs.

The Canadian Project Officer is:

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(202) 555-1212

The U.S. Project Officer is:

Mr. IB Smart
U.S. Army Materiel Systems Analysis Activity
Attn: AMXXX-AA
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Smart.IB@army.mil
(309) 555-1212

The NATIBO Co-Chairs will provide top level guidance, identify areas for emphasis, and approve initiatives.

6. Exchange of Information. Information exchange will take place on an equitable, balanced and reciprocal basis.

The BDSTWG, along with their appropriate supporting subject matter experts, may exchange information pertaining to BDSTWG activities. Information will be used for Defense purposes and provided without charge.

The Participants will ensure that any information provided in accordance with this TOR is used only by the Participants staff and then only for the purpose for which it has been provided. Information will not be disclosed or released to any third party, including defense contractors, or used for any other purpose without the prior written consent of the providing Participant.

The Participants will produce and maintain a list of information exchanged under this TOR. This list will include name of document, date of document, author, security classification, country of origin, and point of contact. A current list will be submitted to the NATIBO Secretariat annually on 1 March.

7. General. There will not be any transfer of funds between the Participants pursuant to this TOR. In those cases where a Project Arrangement is determined to be required, the Project Officers will make every effort to prepare the necessary documentation and secure the required approvals as expeditiously as possible pursuant to existing programs or agreements.

8. Legal Status. This TOR constitutes an administrative procedure to coordinate NATIBO activities between the Participants. It is not the intent of the Participants that this document be considered a legally binding document under international law. This TOR, in and of itself, does not create any authority to perform any work, award any contract, exchange information, transfer funds, or otherwise obligate in any way either Participant to make or provide any financial or non-financial contribution to the other Participant for any purpose. Any collaborative activities identified for investigation by the BDSTWG will be pursued in accordance with the terms and provisions of the NAATIBO MOU.

9. Effective Date. The TOR for the BDSTWG becomes effective on the date of the last signature below and remains in effect until November 6th, 2005 unless terminated or extended. This TOR may be amended or extended by mutual written consent of the Participants. Either Participant may terminate the BDSTWG upon 45 days written notification to the other Participant. Such notice will be the subject of immediate consultation by the NATIBO Co-Chairs to decide upon the appropriate course of action.

FOR CANADA

DEPARTMENT OF NATIONAL
DEFENCE

Director General
International & Industry Programs

Date: _____

FOR THE UNITED STATES

DEPARTMENT OF DEFENSE

Director
Office of Technology Transition

Date: _____